



DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

June 30, 2015

## COUNTY OF LOS ANGELES

### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

39 OF JUNE 30, 2015

  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

Dear Supervisors:

### **NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT AND THE ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT (5TH SUPERVISORIAL DISTRICT) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (Fire District) is requesting approval to enter into a Non-Exclusive License Agreement (Agreement) with the Antelope Valley Union High School District (AV School District) for the non-exclusive use of a portion of the Fire District's North County Training Center facility for the purpose of conducting fire technology education and training classes. The AV School District shall compensate the Fire District \$3,500 per year, for three years, for the use of the Fire District's facility.

#### **IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

- 1) Authorize the Fire Chief of the Fire District, or his designee, to enter into the attached Agreement with the AV School District for the non-exclusive use of a portion of the Fire District's North County Training Center facility for the purpose of conducting fire technology education and training classes.
- 2) Delegate authority to the Fire Chief of the Fire District, or his designee, to enter into similar agreements for the non-exclusive use of Fire District facilities for the purpose of conducting training classes with compensation to the Fire District, to be reviewed and approved as to form by County Counsel.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The AV School District is requesting to use a portion of the Fire District's North County Training Center facility which is located at Fire Station 129, 42110 Sixth Street West, in the City of Lancaster, for the purpose of conducting fire technology education and training classes. The Agreement provides a non-exclusive license to the AV School District and states that the facility shall be used only by the AV School District for such purposes as stated. The use of the facility shall be limited to Monday and Thursday evenings between the hours of 4:00 p.m. and 9:00 p.m. To compensate the Fire District for the use of the facility, the AV School District shall pay the Fire District \$3,500 per year payable in advance of each year, for three years beginning July 1, 2015, through June 30, 2018.

## **Implementation of Strategic Plan Goals**

Approval of the recommended Agreement is consistent with Los Angeles County Strategic Plan Goals in the area of Operational Effectiveness/Fiscal Sustainability (Goal 1), to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

## **FISCAL IMPACT/FINANCING**

There is no net cost to the Fire District, and there is no net County cost associated with this Agreement.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The AV School District will indemnify and insure the Fire District and the County for its use of the facility. The term of the Agreement is three years and will be effective from July 1, 2015 through June 30, 2018. Either party can terminate at will by giving the other party notice in writing.

County Counsel has approved the Agreement as to form.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The approval of this Agreement would not have any significant impact on the Fire District's operations. In the event of an emergency or unsafe condition, the Fire District may immediately cancel this Agreement.

## **CONCLUSION**

Upon approval by your Board, please instruct the Acting Executive Officer of the Board to return two (2) approved copies of this adopted action to:

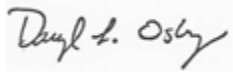
Consolidated Fire Protection District of Los Angeles County  
Attention: Lorraine Buck, Acting Chief, Planning Division  
1320 N. Eastern Avenue  
Los Angeles, CA 90063

The Honorable Board of Supervisors

6/30/2015

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Respectfully submitted,

A handwritten signature in black ink, reading "Daryl L. Osby". The signature is written in a cursive, flowing style.

DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Interim Chief Executive Officer  
County Counsel  
Auditor-Controller

**NON-EXCLUSIVE LICENSE AGREEMENT**

**THIS NON-EXCLUSIVE LICENSE AGREEMENT** ("License") is made and entered into this 1st day of July, 2015

**BY AND BETWEEN**

**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**, hereinafter referred to as "DISTRICT,"

**AND**

**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT**, hereinafter referred to as "LICENSEE"

**RECITALS:**

DISTRICT is the owner of certain real property located at 42110 Sixth Street West, Lancaster, California 93534-7112, and is authorized to license use of the property pursuant to Health and Safety Code Section 13861; and

LICENSEE is desirous of using on a non-exclusive basis, only a portion of said real property, which is not required exclusively for DISTRICT use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

**1. LICENSED AREA**

1.01 DISTRICT hereby provides a non-exclusive License to LICENSEE and LICENSEE hereby agrees to the use upon the terms and conditions hereinafter set forth for the use of Room 66, the NCTC Tower, Grinder, Aviation Hanger, and when requested, Room 67, all located within the North County Training Center located at Fire Station 129, 42110 Sixth Street West, Lancaster, California 93534-7112 (the "Licensed Area").

1.02 The Licensed Area shall be used only by the LICENSEE for the purpose of conducting Antelope Valley Union High School District fire technology education and training classes and such other purposes as are related thereto. Said use of Licensed Area shall be limited to Monday and Thursday evenings between 4:00 p.m. and 9:00 p.m.

1.03 LICENSEE shall make no alterations or improvements to the Licensed Area furnished for the conduct of the authorized activities unless written approval is first obtained from the DISTRICT. All improvements and alterations are to be made at LICENSEE's expense and at no cost to DISTRICT.

1.04 In the event that LICENSEE makes any alterations or improvements in violation of Section 1.03 of this License, DISTRICT may immediately and without prior notice to LICENSEE exercise any or all of following options:

- (a) Require LICENSEE to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;

- (b) Remove the alterations or improvements and charge LICENSEE for the cost of such removal;
- (c) Notify LICENSEE of DISTRICT'S intent to retain any and all improvements installed by LICENSEE in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require LICENSEE to vacate the Licensed Area immediately.

1.05 LICENSEE acknowledges that LICENSEE has performed a personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. LICENSEE accepts the Licensed Area in its present physical condition and agrees to make no demands upon DISTRICT for any improvements or alterations thereof.

1.06 LICENSEE hereby acknowledges the title of DISTRICT and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

## **2. TERM**

2.01 The term of the License shall commence on July 1, 2015 and terminate June 30, 2018.

2.02 Either party shall have the option of terminating this License at will upon giving the other party notice in writing. DISTRICT will endeavor but shall not be required to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

## **3. PAYMENT**

3.1 Facility Usage Fee LICENSEE shall pay DISTRICT for the use granted herein the sum of \$3,500.00 per year, payable in advance by July 1 of each fiscal year. Payments are due and owing within 10 calendar days after each anniversary date of the commencement of this license. For the first year of the License, payment will be due within 30 days of invoice.

3.2 District Invoice The DISTRICT shall invoice LICENSEE at least thirty (30) days in advance of the above scheduled due date. The Facility Usage Fee shall be paid by check issued and payable to the Consolidated Fire Protection District of Los Angeles County.

All invoices shall be sent to:

Antelope Valley Union High School District  
Career Technical Education (CTE) Program  
1156 East Avenue S  
Palmdale, CA 93550  
Attention: Diane Walker, Career Technical Program Coordinator  
Phone: 661-575-1025

All payments shall be sent to:

Consolidated Fire Protection District of Los Angeles County  
Financial Management Division  
P. O. Box 54740  
Los Angeles, CA 90054-0740

3.3 Late Fee The DISTRICT shall grant the LICENSEE a ten (10) day grace period commencing the first (1<sup>st</sup>) of each fiscal year on July 1 through and including July 10. Any DISTRICT invoice that is not paid within the ten (10) day grace period shall have a ten percent (10%) late penalty added to the original invoice amount.

#### 4. PAYMENT ADJUSTMENT – Intentionally omitted

#### 5. OPERATING RESPONSIBILITIES

5.01 Compliance with Law LICENSEE'S operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for LICENSEE'S specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction thereover. DISTRICT shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

5.02 Signs LICENSEE shall not post signs or advertising matter upon the Licensed Area unless prior approval therefore is obtained from DISTRICT, whose approval shall not be unreasonably withheld.

5.03 Sanitation No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and LICENSEE shall prevent any accumulation thereof from occurring. LICENSEE shall pay all charges which may be made for the removal thereof.

5.04 Security Devices LICENSEE shall be responsible for securing the Licensed Area.

5.05 Maintenance DISTRICT shall be responsible for maintaining the Licensed Area in a clean and sanitary condition.

5.06 Utilities DISTRICT shall be responsible for payment of all utilities necessary for the operation of the Licensed Area, excluding communication, audio, video, data and internet lines, equipment or access ("Data Lines"). LICENSEE will be responsible for paying for any Data Lines that are exclusive to LICENSEE'S use. DISTRICT shall provide access to the building in which the Licensed Area is located for installation of Data Lines upon receipt and approval of plans.

5.07 Examination of Licensed Area LICENSEE shall permit authorized representatives of DISTRICT to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

## 6. HOLD HARMLESS AND INDEMNIFICATION

LICENSEE agrees to indemnify, defend, save and hold harmless the County and its Special Districts, and their elected and appointed officers, employees, and agents from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with LICENSEE'S, and its members', agents' and invitees', operations on and use of the Licensed Area and the attraction caused by their operations on and use of the Licensed Area which attracts third parties and members of the general public to the Licensed Area, including any Worker's Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LICENSEE by any person pursuant to this License.

## 7. INSURANCE

7.01 Without limiting LICENSEE'S indemnification of DISTRICT and during the term of this License, LICENSEE shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by DISTRICT, and such coverage shall be provided and maintained at LICENSEE'S own expense.

(a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name DISTRICT as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability	\$ 100,000
Each Occurrence:	\$1 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LICENSEE'S business operations.

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which LICENSEE is responsible, and including Employers' Liability coverage with

limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

7.02 Evidence of Insurance Certificate(s) or other evidence of coverage satisfactory to DISTRICT shall be delivered to Michael Kranther, Chief, Risk Management Office for DISTRICT, 1320 North Eastern Avenue, Los Angeles, California 90063, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this License, (b) clearly evidence all coverages required in this License, (c) contain the express condition that DISTRICT is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance, and (d) identify any deductibles or self-insured retentions for DISTRICT'S approval.

7.03 Insurer Financial Ratings Insurance is to be provided by an insurance company acceptable to DISTRICT with an A.M. Best rating of not less than A:VII, unless otherwise approved by DISTRICT.

7.04 Notification of Incidents, Claims or Suits LICENSEE shall report to DISTRICT any accident or incident relating to activities performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LICENSEE and/or DISTRICT. Such report shall be made in writing within 72 hours of LICENSEE'S knowledge of such occurrence.

7.05 Compensation for DISTRICT Costs In the event that LICENSEE fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to DISTRICT, LICENSEE shall pay full compensation for all reasonable costs incurred by DISTRICT.

## **8. FAILURE TO PROCURE INSURANCE**

8.01 Failure on the part of LICENSEE to procure or maintain required insurance or to provide evidence of insurance coverage acceptable to DISTRICT shall constitute a material breach of contract upon which DISTRICT may immediately terminate this License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by DISTRICT shall be repaid by LICENSEE to DISTRICT upon demand.

8.02 Use of the Licensed Area shall not commence until LICENSEE has complied with the aforementioned insurance requirements, and shall be suspended during any period that LICENSEE fails to maintain said policies in full force and effect.

## **9. TRANSFERS**

LICENSEE acknowledges that the rights conferred herein are personal to LICENSEE and do not operate to confer on or vest in LICENSEE any title, interest, or estate in the Licensed Area or any part thereof, and therefore, LICENSEE shall not assign, hypothecate or



mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

**10. NONDISCRIMINATION**

LICENSEE certifies and agrees that all persons employed by LICENSEE and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

**11. DEFAULT**

LICENSEE agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by LICENSEE, DISTRICT may forthwith revoke and terminate this License, in addition to any of DISTRICT'S other rights and remedies provided at law and in equity.

**12. WAIVER**

12.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

12.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

**13. SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, LICENSEE shall peaceably vacate the Licensed Area and deliver the Licensed Area to DISTRICT in reasonably good condition.

**14. ENFORCEMENT**

The DISTRICT'S Fire Chief shall be responsible for the enforcement of this License on behalf of DISTRICT and shall be assisted therein by those officers, employees, or committees of DISTRICT having duties in connection with the administration thereof.

**15. COUNTY LOBBYIST ORDINANCE**

LICENSEE is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach

upon which DISTRICT may terminate or suspend this License.

**16. NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon LICENSEE shall be:

Antelope Valley Union High School District  
Career Technical Education (CTE) Program  
1156 East Avenue S  
Palmdale, CA 93550  
Attention: Diane Walker  
Career Technical Program Coordinator  
Phone: 661-575-1025

or such other place as may hereinafter be designated in writing to the DISTRICT by LICENSEE. Notice served by mail upon DISTRICT shall be addressed to:

Consolidated Fire Protection  
District of Los Angeles County  
28101 Chiquito Canyon Road  
Castaic, California 91384  
Attention: Battalion Chief  
Del Valle Regional Training Center  
Phone: 661-257-4740

or such other place as may hereinafter be designated in writing to LICENSEE by the Fire Chief of DISTRICT. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

**17. REPAIR OF DAMAGE**

LICENSEE shall, at LICENSEE'S sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by LICENSEE or LICENSEE'S agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of LICENSEE. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by DISTRICT, which approval shall not be unreasonably withheld or delayed, (b) be at least equal in quality, value and utility to the original work or installation, and (c) be in accordance with all laws.

## **18. DAMAGE OR DESTRUCTION**

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, DISTRICT shall have the option to terminate this License.

## **19. SOLICITATION OF CONSIDERATION**

19.01 It is improper for any DISTRICT officer, employee or agent to solicit consideration, in any form, from a LICENSEE with the implication, suggestion or statement that the LICENSEE'S provision of consideration may secure more favorable treatment for the LICENSEE in the award of the license or that the LICENSEE'S failure to provide such consideration may negatively affect the DISTRICT'S consideration of the LICENSEE'S submission. A LICENSEE shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a DISTRICT officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

19.02 LICENSEE shall immediately report any attempt by a DISTRICT officer, employee or agent to solicit such improper consideration. The report shall be made either to the DISTRICT manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

## **20. CONFLICT OF INTEREST**

No DISTRICT employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the LICENSEE herein, or have any other direct or indirect financial interest resulting from this License.

## **21. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

LICENSEE hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

## **22. SIGNATURE AUTHENTICITY CLAUSE**

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the LICENSEE to the terms and conditions in this License. LICENSEE shall sign this License before a Notary Public and return it to DISTRICT for approval. Upon approval, a signed original will be mailed to LICENSEE.

## **23. TAXATION OF LICENSED AREA**

23.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The

party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

23.02 LICENSEE shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

23.03 If LICENSEE fails to pay any lawful taxes or assessments upon the Licensed Area which LICENSEE is obligated to pay, LICENSEE will be in default of the License.

23.04 DISTRICT reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by DISTRICT shall be repaid by LICENSEE to DISTRICT upon demand. LICENSEE and DISTRICT agree that this is a license and not a lease and no real estate interest is being conveyed herein.

## 24. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) “or” is not exclusive; and (iv) “includes” and “including” are not limiting.

## 25. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

**26. ENTIRE AGREEMENT**

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both DISTRICT and LICENSEE.

*/ /*

**IN WITNESS WHEREOF**, Licensee has executed this License or caused it to be duly executed and DISTRICT, pursuant to Health and Safety Code sections 13861 has caused this License to be executed on its behalf by the DISTRICT'S Fire Chief, the day, month, and year first above written.

LICENSEE

**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT**

By: \_\_\_\_\_

David J. Vieira, Ph. D.

Title: Superintendent

**CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

~~MARK J. SALADINO~~

OFFICE OF THE COUNTY COUNSEL

By: \_\_\_\_\_

Scott Kuhn,  
Deputy

Non-ExclusiveLicenseAgreement.AntelopeValleyUnionHighSchool